



**SPECIAL USE PERMIT- SALES**

Permit # \_\_\_\_\_

**APPLICATION**

Please complete the following:

APPLICANT'S NAME: \_\_\_\_\_ BUSINESS NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ CELLULAR/PAGER: \_\_\_\_\_

DAY PHONE: \_\_\_\_\_ EVE PHONE: \_\_\_\_\_

***NAME OF SPECIAL EVENT: Carnation 4<sup>th</sup> of July Celebration***

TYPE OF CONCESSION: (Food and Beverage, Merchandise, etc.) \_\_\_\_\_

TYPE OF CONCESSION UNIT (Mobile – Self-contained unit, Table, booth, etc.) \_\_\_\_\_

PARK WHERE PERMIT WILL BE USED: ***Tolt-MacDonald Park***

PROPOSED LOCATION IN THE PARK: As Assigned by Parks Concession Supervisor

INCLUSIVE DATES REQUESTED: FROM: \_\_\_\_\_ TO \_\_\_\_\_

HOURS OF OPERATION: \_\_\_\_\_

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A **SPECIAL USE PERMIT - SALES** authorizes additional services when community/program requirements justify or necessitate sales. A permit may be issued after review of the application and the applicant will be required to agree to the terms and conditions of the permit which will include, but not be limited to:

1. **Insurance Certificate**, naming King County, its officers, officials, agents and employees as additional insured, must be provided prior to issuance of agreement. **Product liability insurance must be included.**
2. **Insurance Endorsement**, naming King County, its officers, officials, agents and employees as additional insured, must be provided prior to issuance of agreement. Endorsement form CG20 26 or its equivalent will satisfy this requirement. A CG20 10 is not acceptable.

A performance guarantee of **\$25.00 per day** must be submitted with the application. For example, the performance guarantee for 1-3 day events, are as follows:

1 day event - \$ 25.00

2 day event - \$ 50.00

3 day event - \$ 75.00

Return application and all monies to: King County Parks

Attn: Russ Bosanko  
King County Parks Division  
201 South Jackson Street, Suite 700  
Seattle, WA 98104  
Phone 206-263-6209  
Fax 206-263-6217  
e-mail – [russ.bosanko@metrokc.gov](mailto:russ.bosanko@metrokc.gov)

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*Applicant Signature*

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*Date*

**The material is available in alternate formats upon request.  
[www.metrokc.gov/parks](http://www.metrokc.gov/parks)**



Permit # \_\_\_\_\_

KING COUNTY PARKS  
**SPECIAL USE PERMIT - SALES**

This permit is issued on \_\_\_\_\_, by the King County Department of Natural Resources, Parks and Recreation Division, a legal subdivision of the State of Washington, herein after referred to as “ King County”, to \_\_\_\_\_, hereinafter referred to as the “Vendor,” for use of certain County Property described herein and hereinafter referred to as the “Premises”. This permit authorizes sales of goods in association with an event that previously has been authorized by Facility Use Permit/Contract # \_\_\_\_\_.

TERMS AND CONDITIONS

**1. TERM**

This permit authorizes use of the Premises only during the dates and times specified in the Application for the Special Use Permit – Sales (“Application”) contained in Attachment A hereto.

**2. FEES**

The Performance Guarantee ( \$25.00 per day) will be paid at the time of application.

**3. REPORTING OF FEES**

- A. The vendor agrees to submit a signed statement of gross receipts when this Special Use Permit concludes. The vendor’s records shall, at all times, be available for audit by an authorized representative of King County.
- B. Non-payment of fees shall be full justification for the County

**4. PREMISES**

The Vendor shall conduct its sales activity only within the specific park and specific location therein as described in the Application (“the Premises”). Failure to comply could result in termination of this permit. Any questions regarding this item shall be directed to King County Parks Facility Scheduler.

## **5. SCOPE OF ACTIVITY**

The Vendor shall limit its activity to the type of concession and the type of concession unit described in the Application. Failure to comply could result in termination of this permit. Any questions regarding this item shall be directed to King County Parks Facility Scheduler.

## **6. INSURANCE:**

### **Insurance Coverage Requirements**

(a) Commercial General Liability. Notwithstanding any other provision within this Permit, the Vendor shall procure and maintain for the duration of the Event commercial general liability (including Products-Completed Operations) insurance against claims for injuries of persons or damages to property, which may arise from or in connection with the Vendor's use of a King County Park facility.

Such insurance shall be as broad as that provided by Commercial General Liability "occurrence" form CG0001 (ed. 11/88). The insurance limits shall be no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage, Two Million Dollars (\$2,000,000) aggregate limit. If Vendor has employees, Statutory Workers Compensation and \$1,000,000 Employers Liability/Stop Gap coverage is required.

(b) The required insurance policies (General Liability ) are to be endorsed to:

- (1) Name King County, its officers, officials, agents and employees as additional insured with respect to use of the Premises as outlined in this Permit;
- (2) Such coverage shall be primary and non-contributory insurance as respects the County;
- (3) State that the Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability;
- (4) State that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after forty-five (45) days prior written notice to the County.

(c) The insurance provider must be licensed to do business in the State of Washington and have a Bests' rating of A:VIII or better. Any deductible or self-insured retention must have been declared to and approved by the County.

## **7. ANTI-DISCRIMINATION POLICY**

Nondiscrimination: Vendor agrees to comply with all applicable Federal, State and County laws, including King County Code Chapter 12.16, regarding nondiscrimination, and specifically agrees not to discriminate against any employee or applicant for employment because of age, race, color, religion, creed, sex, national origin, marital status, sexual orientation, or the presence of any sensory, mental, or physical handicap.

## **8. HOLD HARMLESS /IDEMNIFICATION**

Applicant expressly agrees to protect, defend, indemnify and hold harmless King County, its elected and appointed officials, employees, and agents from and against liability for any claims (including all demands, suits, and judgments) for damages arising out of injury to persons or damage to property where such injury or damage is caused by, arises out of, or is incident to the scope of activities under this Permit. Applicant's obligations under this section shall include, but not be limited to:

- (a) The duty to promptly accept tender of defense and provide defense to the County at Applicants's own expense.
- (b) Indemnification of claims, including those made by Applicant's own employees and/or agents for this purpose.
- (c) Applicant, by mutual negotiation, expressly waives, as respects King County only, its statutory immunity under the industrial insurance provisions of Title 51 RCW.
- (d) In the event the County incurs any judgment, award and/or cost arising from this Permit, including attorney's fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from Applicant.
- (e) A hold harmless provision to protect King County similar to this provision shall be included in all Contractor or Concessionaire Agreements entered into by Applicant in conjunction with this agreement.

## **9. PARK POLICY:**

The Vendor agrees to comply with general park policies, Park Use Rules, policies regarding the sale of products and any unique policy pertaining to a specific park and/or location.

## **10. PERMITS:**

The Vendor agrees to openly display a valid permit when providing services within a King County Park location. Failure to do so can result in expulsion from a King County Park location. Furthermore, the Vendor agrees to obtain a food service permit and any other permits necessary for a lawful operation prior to commencing operations in a King County Park location.

## **11. ASSIGNMENT/SUBLET:**

It is further stipulated and agreed that neither this permit nor any rights or privileges herein shall be assigned or sublet without the prior consent in writing of the County.

## **12. GENERAL CONDUCT/APPEARANCE:**

The Vendor agrees to not permit any lewd or immoral conduct in or about areas of the park in which he/she operates, and guarantees that all attendants and all persons working for said concession shall be neat and clean in appearance. Furthermore, the Vendor agrees to keep all space within 75 feet of his/her operation in clean condition and to assure that all bottles, papers and refuse have been picked up or placed in the proper disposal containers provided by the County.

### **13. UNAUTHORIZED BEVERAGES/ACTITIVIES:**

The Vendor agrees that no liquor shall be handled or allowed in or about said assigned building and/or space or the premises, and that no gambling devices of any kind shall be allowed in or about the assigned building and/or space.

### **14. USE OF COUNTY FACILITIES/EQUIPMENT:**

The Vendor shall not use County facilities or equipment other than those expressly identified in this permit unless prior written approval has been obtained from King County Parks.

### **15. COMPLETION OF OPERATIONS:**

Upon completion of operations for each permit period, the vendor is required to clean the premises to the approval of the Facility Scheduler and to remove all equipment and supplies from the premises immediately following the event and/or permit period. Failure to do so could result in disposal of said supplies/equipment by park personnel, with a service fee to be deducted from the performance guarantee based upon the Park and Recreation Division standard hourly and/or overtime rates.

### **16. TERMINATION:**

The Vendor agrees that failure to comply with any provisions of the term and conditions can result in immediate termination of the permit and forfeiture of performance guarantee to King County as liquidation damages.

### **17. ENFORCEMENT:**

- A. A failure of the County to insist on strict performance of the terms, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce any such term. Agreement, or condition, but the same shall continue in full force and effect.
- B. If any term or provision of this permit or the application of any term or provision to any person or circumstance is invalid or unenforceable, the remainder of this permit, or the application of the terms or provisions or persons or circumstances other than those as to which it is held invalid, or unenforceable, will not be affected and will continue in full force.
- C. All agreement, conditions and undertakings herein contained shall extend to and be binding on the representatives, heirs, executors, administrators, successors and assigns or respective parties hereto, as if they were in all cases named.

### **18. AMENDMENTS/MODIFICATIONS:**

This permit contains the entire agreement between the County and the Vendor , and there are no promises, conditions, terms, obligations, statements or guarantees other than those contained herein. No modifications or amendments shall be valid unless in writing and fully executed by both parties.

**19. CHANGE OF ADDRESS OR TELEPHONE NUMBER:**

The vendor agrees to notify the County promptly of any change in mailing address or telephone number.

**20. ATTACHMENT LIST.** The following is a list of the items that must be included in the Attachments provided by both parties and will become part of this Permit.

Attachment A. Provided by Vendor to the County prior to issuance of this Permit:

- Signed Special Use Permit – Sales Application
- Certificates of Insurance and Required Policy Endorsements

Attachment B. Provided by Vendor to the County after the event:

- Signed Statement of Gross Receipts Form, due 30 days after the event.

**Miscellaneous:**

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*Vendor Signature*

*Date*

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*Parks Authorized Signature Concession Supervisor*

*Date*

**The material is available in alternate formats upon request.**

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## King County Parks

### STATEMENT OF GROSS CONCESSION RECEIPTS

NAME \_\_\_\_\_ DAY PHONE \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

DATES OF PARK USE \_\_\_\_\_ PARK SITE \_\_\_\_\_

#### **FINANCIAL REPORTING INFORMATION**

**Example:** \_\_\_\_\_

(#1 - #4 for reporting information only)

**(#5 – Required)**

1. Gross Receipts	(\$1000.00)	\$ _____
2. Sales Tax Percentage (8.8% )		
3. AFTER Tax Receipts (1,000 divided by 1.088)	(\$ 919.12)	\$ _____
4. Percentage Due King County (20% of line 3)	(\$ 183.82)	\$ _____
<b><u>5. Pre-payment (for 1-day event)</u></b>	<b><u>(\$ 25.00)</u></b>	\$ _____

**TOTAL PAYMENT DUE (LINE 4 - LINE 5)**      **(\$ 108.82)** \_\_\_\_\_

Payment is due 30 days following the event. Late payments may be assessed a \$30.00 late fee.

Please make the check payable to King County and mail with the completed form to King County Parks:

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#### **CERTIFICATION**

I, the undersigned do hereby certify, that the above Gross Sales Statement has been prepared by me, and all the financial reporting information above is complete and accurate.

Certified By \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

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